



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72 of the *Act*.

Both landlords, landlord AM and landlord DM, attended the hearing. The landlords advised that the tenants had vacated the rental unit. Given this fact, it is unnecessary to consider the landlord's application for an Order of Possession.

Landlord AM provided evidence that a 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") was personally served to both tenants on October 27, 2014 by handing it to them at the rental unit. Landlord AM gave sworn testimony that she and landlord DM personally served both tenants with the Application for Dispute Resolution hearing package on November 22, 2014. Landlord AM testified that both tenants were served when they attended the landlord's residence. Pursuant to section 88 and 89 of the *Act* respectively, I accept that both tenants were duly served with the 10 Day Notice and the Application for Dispute Resolution hearing package.

Issues to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

Landlord AM testified that this month to month tenancy began on January 15, 2014. The rental amount of \$1100.00 was payable on the thirty-first of each month. The tenancy agreement also required the tenants to pay 60% of utilities each month. A security deposit in the amount of \$500.00 paid by the tenant on December 26, 2013 is still held by the landlord. The landlord AM testified that the rental unit has new tenants.

The landlords have applied for an Order of Possession for unpaid rent for the month of October 2014. The landlords' documentary evidence indicates that the tenants have not paid rent in full for January 2014, have not paid November or December rent 2014 as well as failing to pay October 2014 rent. The landlord AM testified that the landlords and tenants had agreed that January 2014 rent would be paid in payments of \$50.00 per month above the set monthly rental amount.

The landlords issued a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord AM testified that the tenants did not pay the October 2014 rent after receiving the 10 Day Notice on October 27, 2014.

The landlords are seeking a monetary award with respect to unpaid rent, and unmet financial commitments by the tenants and the tenants' unpaid portion of utilities. The landlords also seek a monetary award in the amount of \$200.00 for repairs to the unit and \$100.00 for clean-up of the unit after the tenants moved out. Their total monetary claims is as follows;

Item	Amount
Unpaid Rent, January 2014	\$50.00
Unpaid Rent, October 2014	\$635.00
Unpaid Rent, November 2014	\$1100.00
Roommate fee	100.00
Utilities	118.00
Carpet repair	200.00
Clean-up rental unit	100.00
Less Security Deposit	-500.00
Recovery of Filing Fee for this Application	50.00
Landlord's Monetary Request	\$1853.00

The landlords' documentary evidence includes bills from Fortis (gas company) indicating an outstanding balance. They have calculated the tenants' 60% portion of those bills from October and November and arrived at an accurate figure of \$118.00. The landlords' documentary evidence also includes a hand-written letter from the tenant PM signed October 10, 2014 that states;

On Oct 23rd I will pay 400.00 towards the balance owing from Oct 1, 2014 of \$635.00. On November 6th I will pay the remaining balance of \$235.00 to you... Along with this payment I will cover the Nov 1st Fortis Bill to you. The regular rent payment for November will be paid on November 1st, 2014 (1100,00 + 100 (roommate) + \$50 for January owing Total of \$1250.00

The landlord submitted photographs of the rental unit before and after the tenants vacated. They referred to pictures of the carpet with stains and damage. They claim \$200.00 for repair beyond cleaning of the carpet. They have not provided any formal quotes with respect to this claim nor did the landlords provide any formal quotes or receipts with respect to their estimated \$100.00 to clean the rental unit after the tenants moved out. The landlord AM testified that she spent 4-5 hours cleaning the rental unit after the tenants moved out.

Analysis

The tenants have, according to the testimony of both landlords, vacated the residence. Therefore, an Order of Possession is unnecessary.

I find that the landlords are entitled to receive an order for unpaid rent amounts for October and November 2014. I accept the uncontested evidence offered by the landlords with respect to these unpaid amounts. I am issuing the attached monetary order that includes the landlord's application for \$1735.00 in unpaid rent for October and November 2014. I find that the landlords are also entitled to \$50.00 owing from January 2014 rent.

The tenants were required to pay 60% of the utilities as per the tenancy agreement signed by both tenants and both landlords. The landlords supplied documentary evidence, bills for heat and electric, for the months of October and November 2014 when the tenants continued to reside in the rental unit. Based on this undisputed evidence, I find the landlords are entitled to a \$118.00 in October and November Fortis (gas) bills.

The landlords also applied for \$100.00 for a “roommate fee” the tenants were asked to pay while their mother stayed in the rental unit. The landlords provided a handwritten letter from the tenant indicating that he owed this agreed-upon amount and confirming its intended purpose. I find that the landlord is entitled to a \$100.00 roommate fee for the month of November 2014.

With respect to damage to the rental unit, I find that there is extraordinary damage to the carpet, based on the before and after photographs provided by the landlords. However, landlord AM testified that she already owns replacement pieces to address the carpet stain and damage. Further, the cost of carpet cleaning is a reasonable cost for a landlord to incur as a result of an end of tenancy. I decline to issue a monetary order for recovery of this expense.

The landlords provided photographic evidence to show the amount of refuse left within the suite and the uncleanliness of the suite at the end of the tenancy. The landlord AM testified that she was forced to clean and remove all of the items within the suite herself. There was food; furniture and general refuse. The landlords seek \$100.00 for this time and cost. I find that \$100.00 is a reasonable cost for the amount of material and mess left behind by the tenants.

I issue a monetary order as follows;

Item	Amount
Unpaid Rent, January 2014	\$50.00
Unpaid Rent, October 2014	\$635.00
Unpaid Rent, November 2014	\$1100.00
Roommate fee	100.00
Utilities	118.00
Clean-up rental unit (adjusted)	100.00
Less Security Deposit	-500.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	1653.00

The landlord AM testified that he continues to hold a security deposit of \$500.00. I allow the landlords to retain the security deposit plus interest in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlords were successful in this application, I find that the landlords are entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I make a monetary Order in favour of the landlords as follows:

Item	Amount
Unpaid Rent, January 2014	\$50.00
Unpaid Rent, October 2014	\$635.00
Unpaid Rent, November 2014	\$1100.00
Roommate fee	100.00
Utilities	118.00
Clean-up rental unit	60.00
Less Security Deposit	-500.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$1653.00

The landlords are provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 8, 2015

Residential Tenancy Branch

